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Employer Name: **Mechanicville City School District**

Union: **Mechanicville School District Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

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AGREEMENT

by and between the
BOARD OF EDUCATION

of the
**MECHANICVILLE SCHOOL
DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



Mechanicville SD Unit

Saratoga County Educational Local 864

July 1, 2003 - June 30, 2007



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PREAMBLE

It is the public policy of the Mechanicville Board of Education and the purpose of this agreement to promote harmonious and cooperative relationships between the Mechanicville Board of Education and its employees and to protect the public by assuring, at all times, the order and uninterrupted operations and functions of the School District. This agreement is made between the Mechanicville Board of Education, hereinafter referred to as the "Board" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Mechanicville School Unit of the Saratoga Educational Local 864, hereinafter referred to as "CSEA".

ARTICLE I / RECOGNITION

Section 1. The Board agrees that the CSEA shall be the sole and exclusive representation for all employees described in Article II for the purpose of collective bargaining and grievances for the maximum period allowed by law.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and shall not cause, instigate, encourage, or condone a strike.

ARTICLE II / BARGAINING UNIT

Section 1. The collective bargaining unit shall comprise of all non-instructional employees except the Head Custodian, Head Bus Driver, Cafeteria Manager, and the Secretary to the Superintendent of Schools.

ARTICLE III / DUES DEDUCTION

Section 1. The Board shall deduct exclusively for CSEA from the wages of employees and remit such monies to the Civil Service Employees Association, Inc., 33 Elk Street, Albany, New York 12224, regular membership dues for those employees who have signed the appropriate payroll deduction authorization permitting such deductions.

Section 2. The School District of Mechanicville shall deduct from the salary of employees in the bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc., and shall transmit the sum so deducted to the Civil Service Employees Association, Inc., in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Civil Service Employees Association, Inc., affirms that it has

ARTICLE III / DUES DEDUCTION (CONTINUED)

adopted such procedure for refund of agency shop fees deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Civil Service Employees Association, Inc., maintains such procedure.

ARTICLE IV / SICK LEAVE

Section 1. Employees hired prior to December 1, 1996 shall receive one and a half days of sick leave per calendar month of employment.

Section 2. Employees hired on or after December 1, 1996 shall receive one sick leave day per calendar month of employment.

Section 3 Employees may accumulate up to 225 days of sick leave. A day of sick leave shall be equal to an employee's regular work day.

Section 4. Employees hired on or after December 1, 1996 shall not earn or be entitled to use paid sick leave during their probationary period. Once an employee successfully completes their probationary period and is permanently appointed, he/she shall be credited with leave for the probationary period.

Section 5. When all accumulated sick leave has been used, an employee may request a leave, without pay, for a period up to one year.

Section 6. An employee may use up to four (4) sick leave days each school year for illness in the immediate family.

Section 7. Upon prior written notification to an employee, a physician's note may be required by the District if an employee is out for more than three continuous days.

ARTICLE IVA / MEDICAL LEAVE ACT

Consistent with the Federal Family and Medical Leave Act of 1993, the Mechanicville Board of Education recognizes the right of eligible employees to unpaid family and medical leave for up to (12) weeks during any school year. The Board shall ensure that all eligible employees who use such leave shall have their health benefits continued during the leave, shall not have any previously accrued benefits altered, and shall be returned to an equivalent position.

ARTICLE V / CHILD CARE LEAVE

Section 1. An employee may be granted a leave of absence without pay for the purpose of caring for a newborn or newly adopted pre-school child for a period of not more than one year. This leave of absence without pay will be without benefits unless the employee is otherwise eligible under state or federal law.

Section 2. Disability or illness, during and as a result of pregnancy and child birth, but prior to the commencement of an unpaid child care leave, will be regarded in the same manner as any other disability or illness. Sick leave shall not be used during an unpaid leave of absence for child care purposes. Sick leave may only be used for the time period for which a physician certifies the employee to be physically disabled due to pregnancy or childbirth and only to the extent that the employee has sick leave days available. The employee shall be entitled to commence an unpaid child care leave after such period of disability.

Section 3. An employee on child care leave must notify the Superintendent 90 days before the expiration of such leave as to whether (s)he is returning to work.

ARTICLE VI / BEREAVEMENT LEAVE

Section 1. All employees shall receive 5 calendar days for bereavement leave in the event of a death in the immediate family. Immediate family shall be defined as employee's spouse, child, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, grandmother, grandfather, grandchildren, brother-in-law, sister-in-law.

Section 1a. All employees shall receive 2 days of paid bereavement leave, when needed, to attend services or calling hours in the event of a death of an aunt or uncle.

ARTICLE VIA / UNPAID LEAVE

Upon written application to the Superintendent, employees may be permitted an unpaid leave of absence for good cause not to exceed one year. Good cause shall not include seeking other employment. Granting such leave(s) is at the complete discretion of the Board of Education or the Superintendent. Leaves of five (5) days or less shall be decided by the Superintendent. Leaves of greater duration shall be decided by the Board of Education. If the leave period is for more than five months, the employee shall notify the District of his/her intent to return not less than sixty (60) days

ARTICLE VIA / UNPAID LEAVE (CONTINUED)

prior to the termination of said unpaid leave. Upon his/her return, the employee shall have the option of returning to the same position (s)he held at the time the leave commenced. This provision shall not apply to probationary employees, employees on workers compensation leaves, or employees on leaves provided elsewhere in this agreement.

ARTICLE VII / RETIREMENT

Section 1. All eligible employees shall be enrolled in the New York State Retirement System under Plan 75E-1/60, retroactive to 1938.

Section 1a. The Board shall provide the benefits of the New York State Employees Retirement Plan commonly referred to as Plan 75i to all eligible employees.

Section 2. Additionally, the District shall provide the New Ordinary Death Benefit, Section 60b of the New York Retirement System.

Section 3. The additional rider 41j application of unused sick leave shall be provided for all eligible employees.

Section 3a. At retirement, accumulated sick leave shall be compensated at a rate of \$9.00 per day for days in excess of 165 up to a maximum of 225 days.

Section 4. Retirement Cash Incentive

A. Employees hired prior to February 1, 1994:

(i) 12 month employees - Any twelve month employee who retires in the school year that (s)he is first eligible to collect an ERS pension without reduction or loss of benefits and who has at least 10 years of service with the District shall be eligible for a retirement incentive of \$5000. Full payment will be made prior to June 30 of the year in which retirement occurs. In order to qualify for the incentive, the employee shall submit a letter of intent to retire to the Board of Education on or before May 1 of the previous school year.

(ii) 10 month employees - Any ten month employee who retires in the school year that (s)he is first eligible to collect an ERS pension without reduction or loss of benefits and who has at least 10 years of service with the District shall be eligible for a

ARTICLE VII / RETIREMENT (CONTINUED)

retirement incentive of \$500 per regularly scheduled daily hours of work (i.e. 3, 4, 5, 6 hour employees). Full payment will be made prior to June 30 of the year in which retirement occurs. In order to qualify for the incentive, the employee shall submit a letter of intent to retire to the Board of Education on or before May 1 of the previous school year.

B. Employees hired on or after February 1, 1994 - the employer will pay the above retirement cash incentive upon the same conditions except that the employee must have completed at least twenty (20) years of service with the District.

C. The District and Association agree that the above retirement cash incentives are only available for employees on one occasion, i.e., the year in which an employee is first eligible to collect an ERS pension (other than disability).

Section 5. Retirees Health Insurance - The District will continue to pay for the cost of Retirees Health Insurance as follows:

Individual Coverage - 75% of cost
Dependent Coverage - 35% of cost

ARTICLE VIII / HOSPITALIZATION

Section 1. Effective July 1, 2003, for any employee hired after February 1, 1994, the District will contribute towards an employee's health insurance plan in the following amounts. The health insurance coverage provided shall be equal to that of the teaching staff. Additionally, if any further increase is granted to the teaching staff during the term of this agreement, it shall be granted to CSEA. The District will provide vision care benefits.

| | |
|-----------|--|
| 2003-2004 | 89% individual, 89% dependent coverage |
| 2004-2005 | 88% individual, 88% dependent coverage |
| 2005-2006 | 88% individual, 88% dependent coverage |
| 2006-2007 | 87% individual, 87% dependent coverage |

Section 2. Effective July 1, 2003, the Board will provide the following health insurance benefits for employees hired prior to February 1, 1994:

The District will contribute the following amounts to the employee's health insurance and dental insurance premiums:

| | |
|-----------|--|
| 2003-2004 | 99% individual, 89% dependent coverage |
| 2004-2005 | 98% individual, 88% dependent coverage |
| 2005-2006 | 97% individual, 88% dependent coverage |
| 2006-2007 | 96% individual, 87% dependent coverage |

ARTICLE VIII / HOSPITALIZATION (CONTINUED)

The District will provide for the Blue Cross Matrix I Health Insurance with contributions as stated above.

The District will provide a Vision Care rider.

The District will provide the Matrix I Dental Plan with Rider A and the Blue Cross Orthodontics Rider with contributions as stated above. Beginning July 1, 1989, Adult Periodontics and Prosthetics riders will be added to the dental plan.

Section 3. The District shall pay for only one family or two-person health insurance plan per family in situations in which two individual family members work for the District. For example, married employees may each carry individual health insurance plans or one family/two-person plan, but may not carry two family or two-person plans.

Section 4. The District shall provide a cafeteria plan pursuant to United States Internal Revenue Code section 125 to be utilized for premium payments for District provided insurance, unreimbursed medical expenses, and child care expenses. If the District changes plan administrators, the Association may select representatives to sit on a committee with District representatives to review potential plan administrators. However, the final decision regarding the selection of any plan administrator shall be at the discretion of the Board of Education.

Section 5. For all employees hired on or after July 1, 2003, the District will provide an individual health and dental insurance plan at the same contribution rate as for employees hired after February 1, 1994. If the employee works less than seven hours per day, and is not a bus driver, (s)he will contribute the individual percentage equal to employees hired after February 1, 1994 as well as the difference between the individual and two-person or family health and dental insurance plans if (s)he desires such coverage. Employees working seven hours or more per day and bus drivers hired on or after July 1, 2003 shall receive health and dental insurance at the same rates as employees hired after February 1, 1994. The District will provide a Vision Care rider.

Section 6. Health Insurance Buyout

a. Each employee who is receiving health insurance under the District sponsored plan and who waives such coverage for any school year shall receive the following payment for that school year:

ARTICLE VIII / HOSPITALIZATION (CONTINUED)

| | |
|------------|--------|
| Individual | \$1200 |
| Two-person | \$2000 |
| Family | \$2400 |

b. Employees who wish to waive health insurance coverage must provide written notice to the District's business office, each year, on or before June 1 of his/her desire to waive coverage effective July 1. Such written notice must be accompanied by proof that the employee has alternate health insurance coverage.

c. An employee who has waived coverage may, during any given school year, opt back into the District's health plan due to a change in circumstances resulting in a loss of alternate coverage. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance carrier.

d. All payments required under this Article will be made in four payments, less any required deductions. The four payments will be made in the first paycheck in November, the first paycheck in February, the first paycheck in April, and the last paycheck in June.

e. Any employee employed before June 30, 2003, who was not participating in the District sponsored health insurance plan or was not the named policy holder under the District's sponsored health insurance plan as of June 30, 2003 shall not be eligible to participate in the health insurance buy-out.

f. If an employee is married to another District employee, and the couple receives one family plan or one two person plan through the District, the employee who is not the named policy holder shall not be able to participate in the health insurance buy-out. Additionally, if an employee is married to another District employee, and the couple maintains two individual plans through the District, one employee cannot opt out of District provided coverage and receive the buy-out payment while the other employee enrolls in either a two-person or family plan.

g. Employees who retire from District service and have elected the buy-out option in their last year of employment shall have the opportunity to be reinstated to the District sponsored health insurance plan effective on the date of retirement.

ARTICLE IX / VACANCIES

Section 1. In the event of a vacancy, a new job, or a layoff, seniority rights shall prevail. The openings shall be posted. Qualified employees may apply, and all things being equal, seniority shall be the deciding factor.

Section 2. Vacancies shall be posted eight days prior to filling the position.

Section 3. The District agrees to notify the CSEA Unit President of any vacancies or job postings occurring during July and August.

ARTICLE X / JOB SECURITY

Section 1. If an employee hold a permanent appointment and the position is reclassified downward by the Mechanicville City School District, the employee will continue to be paid the previous salary rate. If a position is reclassified upward by the Mechanicville City School District, the employee will receive the new rate of pay for the reclassified position and will not be required to serve a probationary period or to receive the results of Civil Service tests to receive such compensation.

ARTICLE XI / GRIEVANCE PROCEDURE

Section 1. In the case of disputes involving individuals or groups arising out of the policies and regulations of the Board, appeals may be taken successively to the immediate superior of the person rendering the decision such as the Building Principal, from thence to the Superintendent of Schools, and then to the Board. All appeals must be in writing. The employee has the right to be represented by any person(s) of his/her choosing at any, or all stages of the grievance procedure.

A. Declaration of Policy - In order to establish a harmonious and cooperative relationship between all employees and members of the Board of Education which will enhance the educational program of the Mechanicville City School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of difference, promptly and fairly, as they arise and to assure equitable and proper treatment of all employees pursuant to established rules, regulations, and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

ARTICLE XI / GRIEVANCE PROCEDURE (CONTINUED)

B. Definitions:

Employee - shall mean any person employed by the School District.

Administrator - shall mean any person responsible for or exercising any degree of supervision or authority over other employees.

Immediate Supervisor - shall mean the person to whom the employee is directly responsible, as per accompanying staff list.

Representative - shall mean the person or persons designated by the aggrieved employee as his/her counsel, or to act in his/her behalf.

Grievance - shall mean any alleged violation, misinterpretation, failure or omission to carry out, or unfair application of law, ethics, school district policy of administrative authority. A grievance may concern working conditions tending to handicap an employee in the proper discharge of his/her duty. A grievance may call attention to the absence of a needed policy or a conflict between two or more applicable policies.

A grievance shall not include any matter involving employee rate of compensation, retirement benefits, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force or effect of law.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. Employees shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. All hearings shall be confidential.

ARTICLE XI / GRIEVANCE PROCEDURE (CONTINUED)

4. Grievances shall be handled by a five-step procedure:

| | | |
|----------|---|----------------|
| Step I | - | Informal stage |
| Step II | - | Formal stage |
| Step III | - | Review stage |
| Step IV | - | Board stage |
| Step V | - | Arbitration |

5. All grievances must be presented in writing within forty-five (45) calendar days from the date the grieving party knew or should have known of the occurrence of the event upon which the grievance is based. In order to proceed to arbitration, the grievant must comply with all time limits stated in this procedure.

D. Disciplinary Action - In the event the District intends to discipline (i.e. suspension without pay, fine, demotion, or dismissal), a permanent employee, the following procedure shall be followed:

1. The District shall notify the employee in writing of the nature of the disciplinary charge and the intended penalty.
2. The Employee shall have eight (8) calendar days to respond to the District. The Employee's response must indicate whether the Employee accepts or rejects the penalty, whether the Employee elects to proceed under arbitration pursuant to this Article or the procedures set forth in Civil Service Law Sections 75 and 76. The Employee may not elect both procedures.
3. In the event the Employee fails to respond within the eight day time period, he/she shall be deemed to have agreed to the proposed penalty. In the event the Employee responds to reject the proposed penalty but fails to elect a procedure, the Employee shall be deemed to have elected arbitration in accordance with this Article.
4. Any Employee electing arbitration under this provision, failing to timely respond, or deemed to have elected arbitration, will be deemed to have waived any rights he/she has pursuant to Section 75 and 76 of the Civil Service Law.
5. If an Employee elects Civil Service Law Section 75, then the District shall proceed in accordance with that statute.

ARTICLE XI / GRIEVANCE PROCEDURE (CONTINUED)

6. If an Employee elects arbitration, the penalty shall be imposed and the Association may make a demand for arbitration within ten (10) work days of notice of the penalty.
7. The District reserves its right to suspend an employee without pay pending the Employee's election under this Article and during any proceeding.

Step I - Informal Stage - Any employee who feels that he/she has been aggrieved must first present his/her grievance to his/her immediate supervisor as listed on the accompanying staff list. The grievance must be in writing within ten (10) school days after discussing it with a supervisor. At this stage there should be an informal, comprehensive discussion of the employee's complaint. Every attempt must be made by the employee and his/her immediate supervisor to adjust the grievance at this level. Once a complaint has been received, the immediate supervisor shall provide for a complete review and decision within five (5) school days. In the event the grievance is beyond the scope of the supervisor's responsibilities or authority, or the matter is not satisfactorily resolved at this stage, the complainant may proceed to Step II.

Step II - Formal Stage - If the grievance is not adjusted at Step I, within 10 school days, the complainant or his/her representative may take the grievance to the general supervisor. The complainant must set forth his/her grievance fully in writing. The statement must be signed by the complainant and filed with the general supervisor. The general supervisor shall make a complete investigation of all matters relating to the complaint within five (5) days of its receipt. All parties involved shall cooperate fully with the investigation and work for a satisfactory solution. The general supervisor's decision shall be given in writing not more than ten (10) days from filing of the written complaint. Copies of the decision shall be given to all parties. The general supervisor shall file a complete set of papers relating to the grievance with the Superintendent of Schools, in those cases where the Superintendent is not involved at Step II.

Step III - Review Stage - If the grievance is not adjusted at Step II, within 10 school days, the complainant, or his/her representative, may take the grievance to the Superintendent. The complainant must set forth his/her grievance fully in writing. The statement must be signed by the complainant and filed with the Superintendent. The Superintendent shall make a complete investigation of all matters relating to the complaint within five (5) days of its receipt. All parties involved shall cooperate fully with the investigation and work for a satisfactory solution. The Superintendent's decision shall be given in writing no more than ten (10) days from filing of the written complaint. Copies of the decision shall be given to all parties.

ARTICLE XI / GRIEVANCE PROCEDURE (CONTINUED)

Step IV - Board Stage - The aggrieved employee may, within five (5) school days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education who may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision following the next regularly scheduled Board of Education meeting.

Step V - Arbitration - In the event the grievance is not resolved, the aggrieved employee, with the approval of CSEA, may, within thirty (30) days of receipt of the determination of the Board, request final and binding arbitration. Rules of the American Arbitration Association shall apply.

ARTICLE XII / PERSONNEL FILES

Section 1. No information relating to an employee's conduct shall be placed in the employee's personnel file without such employee receiving a copy of the report. In addition, the employee shall have the right to respond in writing and such response shall be placed in the employee's personnel file.

Section 2. Each employee may inspect his, or her personnel file maintained in the District Office, and shall be entitled to make a copy of any material on file except any confidential material, such as references, etc. Each employee may answer any material in the file and insert a copy of said answer in the file.

ARTICLE XIII / CSEA BUSINESS

Section 1. CSEA Officers or appointees shall be allowed reasonable time from regular duties to assist in the processing of grievances.

Section 2. CSEA President shall be allowed five (5) days per year for the purpose of conducting CSEA business. One-half (1/2) days may be used, if necessary.

Section 3. A CSEA bulletin board shall be provided in all buildings for the exclusive use of posting CSEA business and all job vacancies and new job openings.

ARTICLE XIV / PAST PRACTICE

Section 1. All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the employer, unless specifically altered by this agreement, shall not be rescinded.

ARTICLE XV / SAVINGS CLAUSE

Section 1. If any article or part thereof of this agreement or any addition thereto, should be decided as in violation of any federal, state, or local law, or if adherent to, or enforcement of any article, or part thereof, should be restrained by a court of law, the remaining articles of the agreement, or any addition thereto, shall not be affected.

Section 2. If a new agreement between CSEA and Mechanicville School District has not been reached by the expiration date of this agreement, the present agreement shall remain in full force and effect until such time as a new agreement has been reached, reduced to writing, and signed by the respective parties.

ARTICLE XVI / IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII / WORK WEEK - 12 MONTH EMPLOYEES

Section 1. The regular workweek shall in no event consist of more than forty (40) hours per week. The number of hours per week presently in force shall continue. The regular workweek shall be Monday through Friday unless otherwise stipulated in this agreement. One custodial appointment in each school may have a regular workweek of Tuesday through Saturday.

Section 2. All employees shall work their regular assigned shift. No employee's regular shift shall be changed without 5 days notice except in an emergency.

Section 3. Work schedules during the summer recess may be changed at the discretion of the Superintendent of Schools, providing appropriate coverage is maintained.

ARTICLE XVII / WORK WEEK - 12 MONTH EMPLOYEES (CONTINUED)

Section 4. The District may install time clocks in each building for use by unit members.

ARTICLE XVIII / WORKDAY

Section 1. Custodians, Cleaners/Maintenance Workers and Laborers day shift will be eight (8) hours with a maximum of a 20 minute lunch break. Custodians, Cleaners/Maintenance Workers and Laborers evening shift will be eight (8) hours, with a maximum of a 20 minute lunch break.

Section 2. Secretaries and Account Clerks will work seven and one-half (7.5) hours per day, including a 30 minute lunch break.

Section 3. Mechanics will work eight (8) hours, exclusive of a one (1) hour lunch break.

Section 3a. Mechanics will work from 7:00 a.m. until 3:00 p.m. with 1/2 hour lunch when school is not in session.

Section 4. Employees covered by this Article shall be scheduled to work between the hours of 6:00 a.m. and 11:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Additionally the District will have the authority to add an overnight custodian/cleaner shift at its discretion. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

ARTICLE XIX - OVERTIME

Section 1. The overtime rate shall be computed at one and a half times the employee's hourly rate.

Section 2. All hours in excess of eight (8) in any workday, all hours outside the regular custodial work schedule and all hours outside the regular workweek shall be paid at the overtime rates.

Section 3. Overtime shall be extended on the basis of seniority and on a posted rotating list. Any employee who declines overtime assignments will have his/her name placed on the bottom of the rotation list.

Section 4. When the premises are used by any outside organization, staff shall be guaranteed the overtime rate for any duties related to the use by the outside organization.

ARTICLE XX / ADDITIONAL COMPENSATION ISSUES

Section 1. Emergency call-in will be guaranteed at four (4) hours.

Section 2. If school is closed due to weather or local emergency (i.e., water shortage or other city or town emergency), only those 12-month employees called in by the Superintendent of Schools or his/her designee shall be required to report to work that day. Those 12-month employees who are not called in, shall be paid their regular daily salary but shall not report to work. The District shall not reduce the leave accruals of those 12-month employees who are not called in to work. Those employees who are called in to work shall be paid at the rate of time and one-half for hours worked.

Section 3. Any annual longevity payment due an employee shall be in addition to the negotiated salary increase.

Section 4. Employees hired prior to January 1 of each school year shall receive the negotiated salary increase on July 1. The intent of this provision is that no new employee shall receive a negotiated salary increase until successful completion of their probationary period.

Section 5. Ten month employees shall have the option to receive their salary in 26 payments beginning in September 2000.

Section 6. The salary for ten month employees is based on 186 working days, since all ten month employees shall be granted six of the holidays listed in Article 21, Section 1, which fall in the September-June school year.

Section 7. The technology assistant may work up to twenty (20) additional work days during the summer recess period at his/her per diem rate at the discretion of the Superintendent of Schools.

Section 8. Non-resident Association members shall be eligible for a reduced non-resident tuition rate. The tuition for a single child (K-12) shall be \$1500 for the child of an Association member. The tuition for two or more children (K-12) shall be \$2500 for the children of an Association member. The tuition rate shall be the same irrespective of the child's/children's grades.

ARTICLE XXI / HOLIDAYS

Section 1. Twelve month employees shall enjoy 12 holidays per year:

ARTICLE XXI / HOLIDAYS (CONTINUED)

- | | |
|------------------------------|----------------------------|
| 1. Independence Day | 7. Day before Christmas |
| 2. Labor Day | 8. Christmas |
| 3. Columbus Day | 9. New Year's Day |
| 4. Veterans Day | 10. Memorial Day |
| 5. Thanksgiving Day | 11. President's Day |
| 6. Friday after Thanksgiving | 12. Martin Luther King Day |

Section 2. If the holiday falls outside the employee's regular workweek, the employee shall be given another workday off, subject to the approval of his immediate supervisor and the Superintendent of Schools.

Section 3. Contingent upon the need for completing the required 180 days of instruction, Good Friday shall be designated as a work day only in the event an additional instruction day is required.

ARTICLE XXII / VACATIONS

Section 1. All twelve month employees shall enjoy a vacation period as follows:

After one year of employment - 10 working days. For each additional year, one additional day up to 20 working days. When school is not in session, vacation time may be taken with the approval of the immediate supervisor.

Section 2. Fifteen year employees shall be entitled to one additional day off in recognition of their years of service.

Section 3. The Board shall grant employees one additional day of vacation for each year of service over 15 years to a maximum of 25 days.

Section 4. Effective July 1, 2003 an employee may take one (1) of his/her weeks of vacation leave while school is in session with the written approval of the Superintendent or his/her designee. Approval of any such request is within the complete discretion of the Superintendent.

ARTICLE XXIII / PERSONAL LEAVE

Section 1. Twelve month employees hired prior to December 1, 1996 shall receive 5 personal leave days per year. Ten month employees hired prior to December 1, 1996 shall receive 4 personal days per year.

ARTICLE XXIII / PERSONAL LEAVE (CONTINUED)

Section 2. Twelve month employees hired on or after December 1, 1996 shall receive 4 personal leave days per year. Ten month employees hired on or after December 1, 1996 shall receive 3 personal leave days per year.

Section 3. New employees shall not receive personal days until after they have successfully completed their probationary period.

Section 4. Unused personal leave shall be accumulated as sick leave.

Section 5. Personal leave shall be utilized only to attend personal business matters that cannot be taken care outside of the normal working day or on weekends. For example, personal leave shall not be used for such things as vacation, recreation, leisure activities, to extend a vacation or recess period.

Section 6. Requests for personal leave days shall be submitted in writing to the Superintendent or his/her designee three (3) work days prior to the requested leave date. Upon good cause shown, the Superintendent or his/her designee may waive this time period. The Superintendent or his/her designee shall notify the employee of the grant or denial of said request.

ARTICLE XXIV / NURSES

Section 1. Nurses shall work seven (7) hours per day (includes a 30-minute lunch) during the 180 day student school year. The nurses' work day shall be scheduled between 7:30 a.m. and 4:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

Section 2. Nurses may be entitled to attend two seminars each school year as part of their 180 day work year, with prior approval of the Administration and at least 2 weeks notice.

ARTICLE XXV / BUS DRIVERS

Section 1. Seniority shall govern the assigning of extra trips. When extra trips do not interfere with regular daily runs, they will be assigned to the regular driver on a rotating seniority basis. In the event a driver does not accept an extra trip, he/she shall forfeit his/her turn. If a bus driver refuses extra

ARTICLE XXV / BUS DRIVERS (CONTINUED)

runs three consecutive times without a proper excuse, it will not be necessary for the district to ask the driver again for the remainder of the school year. All extra trips will be posted as soon as the Head Bus Driver receives transportation requests.

Section 2. Bus drivers, once assigned a run, cannot be bumped from that job assignment, except when the number of routes is reduced, which will then involve seniority rights.

Section 3. A copy of the student discipline form shall be returned to the bus driver.

Section 4. Bus drivers shall be paid their regular hourly rate for their normal daily assigned route(s). Effective July 1, 2003, when a bus driver takes a leave day, (s)he will be paid for the number of hours in his/her normal work day. Overtime compensation and late runs shall not be included in the calculation of a normal work day for the purposes of leave day compensation. Bus drivers shall be paid the same rate for driving extra trips (i.e., sports runs, field trips) as they are paid for their assigned route, exclusive of seat time. Time during extra runs which is not driving time shall be paid at the seat time rate.

Section 5. All drivers will be paid for mandated attendance at Safety Refresher Courses.

ARTICLE XXVI / CAFETERIA

Section 1. Cafeteria employees working a banquet shall be guaranteed 4 hours of pay.

Section 2. Food Service Helpers shall work three (3) hours per day. Cooks shall work seven (7) hours per day. The cafeteria staff's work day shall be scheduled between 7:00 a.m. and 3:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

Section 3. As of July 1, 2003, the District will no longer require cafeteria employees to have an annual physical.

ARTICLE XXVII / MONITORS AND AIDES

Section 1. Working hours for monitors and aides are as follows:

- a. Cafeteria Monitors - 2 hours per day
- b. Elementary Monitors - 3 hours per day
- c. Classroom Aides - 6.5 hours per day - (includes 30 minute lunch)
- d. Handicapped Monitors - 6.5 hours per day - (includes 30 minute lunch)
- e. Hallway/Bathroom Monitors - 7 hours per day (include 30 minute lunch)
- f. Computer Lab Aides - 7.5 hours per day (includes 30 minute lunch)

Section 2. The monitors and aides' work day shall be scheduled between 8:00 a.m. and 4:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

Section 3. Those employees hired to perform the duties of a school bus monitor, as defined in section 156.3 of the Commissioner of Education regulations, or to perform hallway monitoring duties, shall be compensated at the monitor rate. Those employees hired to perform the duties of a school bus attendant, as defined in section 156.3 of the Commissioner of Education regulations, or to perform classroom aide or one to one aide duties, shall be compensated at the aide rate.

ARTICLE XXVIII / BUILDING CLERICAL STAFF

Section 1. Elementary School (K-5) Working hours for Elementary clerical staff are as follows:

- a. Health Clerk - six (6) hours per day
- b. Attendance Typist - seven (7) hours per day
- c. Library Clerk - six (6) hours per day
- d. Library Clerk/Monitor - six (6) hours per day
- e. Elementary Principal's Office - seven (7) hours per day
- f. Special Education Office - seven (7) hours per day

ARTICLE XXVIII / BUILDING CLERICAL STAFF (CONTINUED)

Section 2. Secondary School (6-12) Working hours for Secondary clerical staff are as follows:

- a. Library Clerk/Typist- six (6) hours per day
- b. High School Principal's Secretary- seven(7) hours per day
- c. High School Attendance Typist- seven (7) hours per day
- d. Middle School Principal's Office- seven (7) hours per day
- e. Middle School Attendance Typist- six and one half (6.5) hours per day
- f. Guidance Typist- seven (7) hours per day

Section 3. District-wide (K-12) The technology assistant shall work seven and one-half (7.5) hours per day including a 30 minute lunch.

Section 4. All building clerical staff shall have a thirty minute lunch break exclusive of the above working hours.

Section 5. The clerical staff's work day shall be scheduled between 7:30 a.m. and 4:00 p.m. unless modified by mutual agreement between the parties based upon the District's operational needs. Prior to any change in the work schedules currently in effect, the District will notify and meet with the CSEA unit president and the impacted employee(s).

ARTICLE XXIX / SPECIAL PAY RATES

Section 1. Special Rates - Differentials

1. Working Supervisor-Building \$1000
2. Working Supervisor-Trans \$1000
3. Assist. Clerk/Accountant \$600
4. Night Custodian \$1000
5. Night Custodian/Lockup \$430
6. Head Cook \$350

Section 2. General Salary Increase

a. All employees hired on or after June 30, 2003 will be paid in accordance with the salary schedule set forth in Appendix "A". The hiring rate shall be increased by 1.5% in each year of the agreement.

ARTICLE XXIX / SPECIAL PAY RATES (CONTINUED)

b. All employees hired on or after June 30, 1999 shall be eligible for annual longevity payments in accordance with the following:

| | <u>Years of Service</u> | | | | |
|--------------------|-------------------------|----------------|----------------|-----------------|------------|
| | <u>5 - 9</u> | <u>10 - 14</u> | <u>15 - 19</u> | <u>20 - 20+</u> | <u>25+</u> |
| 12 Month Employees | \$800 | +\$800 | +\$800 | +\$800 | +\$400 |
| 10 Month Employees | \$650 | +\$650 | +\$650 | +\$650 | +\$325 |
| Bus Drivers | \$350 | +\$350 | +\$350 | +\$350 | +\$175 |
| 3 Hour Employees | \$200 | +\$200 | +\$200 | +\$200 | +\$100 |

Longevity payments shall be added separately to the base salary on an annual basis and shall increase every five years in accordance with the above schedule. For example, a 12 month employee shall receive \$1600 in longevity in his/her tenth year of service. Percentage increases shall not impact on longevity payments.

c. All employees shall receive a percentage increase on their previous year's salary in accordance with the following:

| | |
|-----------|------|
| 2003-2004 | 3.0% |
| 2004-2005 | 3.0% |
| 2005-2006 | 3.0% |
| 2006-2007 | 3.0% |

d. All employees hired on or before June 30, 2000 shall only be eligible for the longevity payments in section b above if they have less than 5, 10, 15, or 20 years of service.

(i) If, as of June 30, 2000, an employee has at least one (1) year of service, but less than five (5) years of service, (s)he shall be eligible for all longevity payments in section b.

(ii) If, as of June 30, 2000, an employee has at least five (5) years of service, but less than ten (10) years of service, (s)he shall be eligible for the longevity payments at 10, 15 and 20 years of service.

(iii) If, as of June 30, 2000, an employee has at least ten (10) years of service, but less than fifteen (15) years of service, (s)he shall be eligible for the longevity payments at 15, 20 and 25 years of service.

(iv) If, as of June 30, 2000, an employee has at least fifteen (15) years of service, but less than twenty (20) years of service, (s)he shall be eligible for the longevity payments at 20 and 25 years of service.

ARTICLE XXIX / SPECIAL PAY RATES (CONTINUED)

(v) If, as of June 30, 2000, an employee has at least twenty (20) years of service, but less than twenty-five (25) years of service, (s)he shall be eligible for the longevity payments at 25 years of service.

(vi) If, as of June 30, 2003, an employee has 25 or more years of service, (s)he shall not be eligible for any longevity payments.

Section 3. Promotions If an individual is promoted from one job title to another in the same field (i.e., monitor to aide or cleaner to custodian), (s)he will not revert to base pay (former step one) of the new job title. Instead, (s)he will receive an increase equal to the differences between the two job titles' starting rate. Also, these individuals will not lose their accrued service time for longevity purposes by switching job titles. The District will calculate longevity from the initial date of hire if the job title changes.

ARTICLE XXX / CLOTHING ALLOWANCE

Section 1. Cafeteria, Cleaners, Custodial and Maintenance Personnel shall receive an annual clothing allowance of \$150. New employees shall receive their initial \$150 clothing allowance upon successfully completing their probationary period.

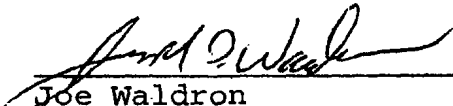
Section 2. Mechanics' uniforms shall be increased to 9 sets per year.

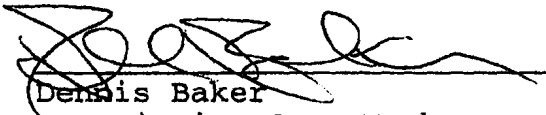
ARTICLE XXXI


This Agreement shall become effective on July 1, 2003, and extend to June 30, 2007.

FOR THE DISTRICT:

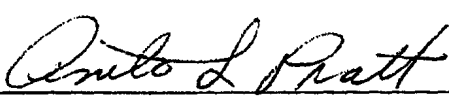

Mark Seber
Business Manager



Joe Waldron
Negotiating Team Member



Dennis Baker
Negotiating Team Member



Michael McCarthy
Superintendent of Schools


FOR THE ASSOCIATION:



Anita Pratt
President



Dawn Sweeney
Negotiating Team Member


Helen Rose
Negotiating Team Member


Aleta Cavotta
Negotiating Team Member


Marie Phelan
Negotiating Team Member


Angelique Bywater
CSEA Labor Relations Specialist


Denise A. Lawyer
CSEA Labor Relations Specialist

APPENDIX A

| <u>12 Mos. Positions</u> | <u>2003-2004</u> | <u>2004-2005</u> | <u>2005-2006</u> | <u>2006-2007</u> |
|------------------------------|------------------|------------------|------------------|------------------|
| Typist | \$19,947.64 | \$20,246.86 | \$20,550.56 | \$20,858.82 |
| Steno/Clerk | \$23,688.48 | \$24,043.80 | \$24,404.46 | \$24,770.53 |
| Custodian | \$25,944.74 | \$26,333.91 | \$26,728.92 | \$27,129.85 |
| Mechanic | \$24,468.24 | \$24,835.26 | \$25,207.79 | \$25,585.91 |
| Laborer | \$25,201.87 | \$25,579.90 | \$25,963.60 | \$26,353.05 |
| Cleaner/Maintenance Worker | \$24,468.24 | \$24,835.26 | \$25,207.79 | \$25,585.91 |
| <u>10 Mos. Positions</u> | | | | |
| Nurse | \$18,982.15 | \$19,266.89 | \$19,555.89 | \$19,849.23 |
| Clerk | \$9.97 | \$10.12 | \$10.27 | \$10.42 |
| Clerk Typist/Typist | \$10.99 | \$11.16 | \$11.32 | \$11.49 |
| Bus Driver | \$15.05 | \$15.28 | \$15.51 | \$15.74 |
| Seat Time | \$12.64 | \$13.02 | \$13.41 | \$13.81 |
| Head Cook | \$11.56 | \$11.73 | \$11.91 | \$12.09 |
| Cook | \$9.97 | \$10.12 | \$10.27 | \$10.42 |
| Food Service Helper | \$9.14 | \$9.27 | \$9.41 | \$9.55 |
| Cafe. Leader | \$10.25 | \$10.41 | \$10.56 | \$10.72 |
| Banquet Rate | \$12.45 | \$12.64 | \$12.83 | \$13.02 |
| Monitor | \$9.19 | \$9.32 | \$9.46 | \$9.61 |
| Aide | \$9.41 | \$9.55 | \$9.69 | \$9.84 |
| Technology Assistant | \$20,763.17 | \$21,074.62 | \$21,390.74 | \$21,711.60 |